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4 BILL NO. S-77-06-48

5 SPECIAL ORDINANCE NO. S- 137-77

6 AN ORDINANCE approving a contract with
7 Hipskind Asphalt Corporation for
8 Resolution No. 5755-77.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated June 22, 1977,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works and Hipskind Asphalt Corporation, for:

14 Resolution No. 5755-77: To improve by resurfacing
15 and restoring pavement as designated on the follow-
16 ing streets to be known as: 1. Buell Drive - from
17 the north property line of Paulding Road to 300
18 feet north of Belmont Street. 2. Pettit Avenue -
19 from the east property line of Lafayette Street to
20 the east property line of Avondale Drive. 3.
21 Rudisill Boulevard - from the east property line of
22 Lafayette Street to the east property line of Abbott
23 Street.

24 for a total cost of \$162,623.10, all as more particularly set forth
25 in said contract which is on file in the Office of the Board of
26 Public Works and is by reference incorporated herein, made a part
27 hereof and is hereby in all things ratified, confirmed and
28 approved.

29 SECTION 2. This Ordinance shall be in full force and
30 effect from and after its passage and approval by the Mayor.

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Councilman

CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by

Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 6-28-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	_____	_____	_____	<u>✓</u>	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 7-12-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. S-137-77 on the 13th day of July, 1977.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of July, 1977 at the hour of 1:40 o'clock P. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 13th day of July, 1977 at the hour of 2:30 o'clock _____ M., E.S.T.

Rabot Elumchong
MAYOR

Bill No. S-77-06-48

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Hipskind Asphalt Corporation for Resolution

No. 5755-77

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

7-12-77
DATE 7-12-77 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

Pavement Removal	Four Dollars and Fifty Cents per square yard	\$ 4.50
Curb Removal	Two Dollars and no cents per lineal foot	2.00
Concrete Curb Type I-B	Six Dollars and no cents per lineal foot	6.00
Concrete Curb Type II-A	Five Dollars and no cents per lineal foot	5.00
A-2 HAC Surface	Twenty-one dollars and fifty cents per ton	21.50

Pavement Removal	Four Dollars and fifty Cents per square yard	\$ 4.50
Curb Removal	Two Dollars and no cents per lineal foot	2.00
Concrete Curb Type I-B	Six Dollars and no cents per lineal foot	6.00
Concrete Curb Type II-A	Five Dollars and no cents per lineal foot	5.00
A-2 HAC Surface	Twenty-one dollars and fifty cents per ton	21.50
#11 HAC Binder	Twenty dollars and twenty cents per ton	20.20
Catch Basin Adjust	Two hundred fifty dollars and no cents for each	250.00
Joint and Crack Filler	Five hundred dollars and no cents per ton	500.00
Top Soil	Ten dollars and no cents per ton	10.00
Mulch Seeding & Fertilizer	One dollar and fifty cents per square yard	1.50
#53 HAC Base	Nineteen dollars and ninety cents per ton	19.90
Manhole Adjust	Two hundred dollars and no cents for each	200.00
Water Valve Adjust	Forty dollars and no cents for each	40.00
Sidewalk Removal	Five dollars and no cents per square yard	5.00
Curb Face Walk (6")	Two dollars and fifty cents per square foot	2.50
State "B" HAC Surface	Twenty-one dollars and twenty cents per ton	21.20
TOTAL		\$162,623.10

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before October 15, 1977 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

HIPS KIND ASPHALT CORPORATION

BY:

TTS:

City of Fort Wayne, By and Through:

ONLY ATTORNEYS

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5755 - 1977

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. Buell Drive - from the north property line of Paulding Road to 300 feet north of Belmont Street.
2. Pettit Avenue - from the east property line of Lafayette Street to the east property line of Avondale Drive.
3. Rudisill Boulevard - from the east property line of Lafayette Street to the east property line of Abbott Street.

with Hot Asphalt Base (as per design mix formula)
with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this _____ day of _____, 1977.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G. Scott, Member

ATTEST: _____
Clerk

GUARANTY BOND

Know All Men by These Presents, That we -----

-----HIPSKIND ASPHALT CORPORATION-----

Contractors

as principal, and -----

---TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-----

as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED SIXTY-

TWO THOUSAND SIX HUNDRED TWENTY-THREE DOLLARS AND TEN CENTS-----

----- (\$ 162,623.20)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----HIPSKIND ASPHALT CORPORATION-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

on Res. #5755-77 ~~Streets~~ Buell Dr. from the north property line of Paulding Road to 300 feet north of Belmont Street. Pettit Ave. from the east property line of Lafayette Street to the east property line of Avondale Dr. Rudisill Blvd. from the east property line of Lafayette Street to the east property line of Abbott Street. -----

----- according to certain plans and specifications, and for a period of three years also warranting and guaranteeing the work/ material and condition of the pavement thereof as provided in aforesaid contract and specifications. Now if the said -----

HIPSKIND ASPHALT CORPORATION----- shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this

9

day of

June 77

TRINITY UNIVERSAL INSURANCE COMPANY

BY: *Terence J. Wood*

(Attorney-in-Fact)

HIPSKIND ASPHALT CORPORATION

(SEAL)

BY: *David L. Hipkind*

(SEAL)

ITS: *Bres.*

(SEAL)

Approved this ----- day of -----

Board of Public Works.

LIABILITY BOND

Known All Men by These Presents, That we _____

-----HIPSKIND ASPHALT CORPORATION-----

as principal, and _____

-----TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED

SIXTY-TWO THOUSAND SIX HUNDRED TWENTY-THREE DOLLARS AND TEN CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$ 162,623.10)-----

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 9 day of June 77

TRINITY UNIVERSAL INSURANCE COMPANY
BY: Terrence J. Wade
(Attorney-in-Fact)

HIPSKIND ASPHALT CORPORATION (SEAL)
BY: David R. Hipskind (SEAL)
ITS: Pra. (SEAL)
(SEAL)

Approved this _____ day of _____

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT
JUNE 6, 1977



Dallas, Texas 75201

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation do hereby appoint **OSCAR C. MITSON, R. KELLY DISSER, JR., OR DEBORAH HORN** for **HIPSKIND ASPHALT CORPORATION OF FORT WAYNE, INDIANA**

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby, in amounts or penalties not exceeding the sum of

ONE MILLION AND NO/100 Dollars (\$ 1,000,000.00)

EXCEPT NO AUTHORITY IS GRANTED FOR:

1. Bid or proposal bonds where estimated contract price exceeds the amount stated herein.
2. Open Penalty bonds.
3. Bonds where Attorney(s)-in-Fact, appear as a party at interest.

IN WITNESS WHEREOF, TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., have each executed and attested these presents

this 3rd day of JUNE, 19 77


JUDY FAGAN, ASST. SECRETARY


A. J. TYLER, PRESIDENT

AUTHORITY FOR POWER OF ATTORNEY

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation, in pursuance of authority granted by that certain resolution adopted by their respective Board of Directors on the 1st day of March, 1976 and of which the following is a true, full, and complete copy:

"RESOLVED, That the President, any Vice-President, or any Secretary of each of these Companies be and they are hereby authorized and empowered to make, execute, and deliver in behalf of these Companies unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertaking and as to limits of liability to be undertaken by these Companies, as said Officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such Powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney.

RESOLVED, That any and all Attorneys-in-Fact and Officers of the Companies, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of these Companies as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of these Companies or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized."

CERTIFICATION OF POWER ATTORNEY

I, Judy Fagan, Asst. Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC. do hereby certify that the foregoing Resolution of the Boards of Directors of these Corporations, and the Power Attorney issued pursuant thereto, are true and correct and are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each Corporation

this 9th day of JUNE, 19 77




JUDY FAGAN, ASST. SECRETARY

to the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY & JUNE, 1977

In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1963, have established a schedule as hereinafter set forth for the following trades as follows:

TRADE AND QUALIFICATION	CLASS	RATE PER HR.	HOW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	11.40	35c	55c			3 lf.
BOILERMAKER	S	11.70	20c	1.00		3c	
BRICKLAYER	S	9.70	45c	30c		1c	4 lf.
CARPENTER (BUILDING)	S	9.45		60c		5c	2 lf.
CARPENTER (HIGHWAY)	S	10.08	45c	35c		5c	2 lf.
CEMENT MASON	S	9.05	75c				
ELECTRICIAN	S	10.70	40c	19+30c		6c	
ELEVATOR CONSTRUCTOR	S	10.18	40 1/2c	32c	20c	2c	
GLAZIER	S	9.53	12c		40c	4c	25c holidays
IRON WORKER	S	10.75	75c	85c		1c	2 lf.
LABORER (BUILDING)	S-SS						
LABORER (HIGHWAY)	US	7.25-7.55	60c	45c		9c	
LABORER (SEWER)	S-US-SS	7.15-8.00	60c	45c		9c	
	S-US-SS	7.15-7.95	60c	45c		8c	
LATHER	S	8.20		25c		1c	3 lf.
MILLWRIGHT & PILEDRIVER	S	9.78		60c		5c	2 lf.
OPERATING ENGINEER (BUILDING)	S-SS						
OPERATING ENGINEER (HIGHWAY)	US	7.55-10.55	40c	40c		5c	
OPERATING ENGINEER (SEWER)	S-SS-US	7.96-10.30	40c	40c		8c	
	S-SS-US	7.75-9.95	40c	40c		5c	
PAINTER	S	8.25 - 9.25	37c	35c		10c	6c Misc.
PLASTERER	S	9.24	60c				
PLUMBER & STEAMFITTER	S	10.35	45c	75c		7c	4 lf.
MOSAIC & TERRAZZO GRINDER	S	7.20 - 9.45					
ROOFER	S	9.45		10c			
SHEETMETAL WORKER	S	10.54	40c	35c		4c	13 lf.
TEAMSTER (BUILDING)	S-SS						
TEAMSTER (HIGHWAY)	US	8.05+9.00	20.00PW	22.00PW			
	S-SS-US	7.78-8.38	19.20PW	22.00PW			

If any CLASSIFICATIONS are OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 7 DAY OF April, 1977

Warren T. Koller
 REPRESENTING GOVERNOR, STATE OF INDI.

Henry P. Wahrenburg
 REPRESENTING THE AWARDED AGENT

Frederic W. Fier
 REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROJECT 1977 Resurfacing, 5th & 6th District

BID ANALYSIS SHEET

DATE 5-25-77 RES. NO. 5755-77

MATERIAL

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	Hipskind Asphalt		Brook's Constr.		Rich-Riley Constr.		Wayne Asphalt		UNIT BID	TOTAL BID
STREETS	ALLEYS	SIDEWALKS			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID		
QUAN	UNIT	MATERIAL												
5750	S.Y.	Pavement Removal	5.00	28,750.00	4.50	25,875.00	6.00	34,500.00	4.10	23,595.00	5.00	28,750.00		
900	L.F.	Curb Removal	2.00	1,800.00	2.00	1,800.00	2.00	1,800.00	1.40	1,260.00	5.00	4,500.00		
900	L.F.	Concrete Curb, Type I-B	7.50	6,750.00	6.00	5,400.00	4.00	3,600.00	6.40	5,760.00	9.50	8,550.00		
80	L.F.	Concrete Curb, Type II-A	5.00	400.00	5.00	400.00	3.00	240.00	5.80	464.00	11.75	940.00		
280	Ton	A-2 H.A.C. Surface	20.00	5,600.00	21.50	6,020.00	25.00	7,000.00	24.10	6,748.00	21.75	6,090.00		
1802	Ton	#11 H.A.C. Binder	20.00	36,040.00	20.20	36,400.40	21.45	38,652.90	21.15	38,112.30	21.50	38,743.00		
72	Each	Catch Basin Adjust	150.00	10,800.00	250.00	18,000.00	150.00	10,800.00	270.00	19,440.00	175.00	12,600.00		
12	Ton	Joint & Crack Filler	500.00	6,000.00	500.00	6,000.00	500.00	6,000.00	400.00	4,800.00	495.00	5,940.00		
89	Ton	Top Soil	8.00	712.00	10.00	890.00	10.00	890.00	12.50	1,112.50	10.00	890.00		
320	S.Y.	Muck Seeding & Fertilizer	1.00	320.00	1.50	480.00	2.00	640.00	1.00	320.00	1.75	560.00		
873	Ton	#53 H.A.C. Base	20.00	17,460.00	19.90	17,372.70	20.00	17,460.00	28.60	24,967.80	20.75	18,114.75		
35	Each	Manhole Adjust	150.00	5,250.00	200.00	7,000.00	150.00	5,250.00	165.00	5,775.00	175.00	6,125.00		
46	Each	Water Valve Adjust	60.00	2,760.00	40.00	1,840.00	60.00	2,760.00	38.00	1,748.00	60.00	2,760.00		
45	S.Y.	Sidewalk Removal	5.00	225.00	5.00	225.00	6.00	270.00	4.70	211.50	2.75	123.75		
400	S.F.	Curb Face Walk (6")	1.75	700.00	2.50	1,000.00	2.75	1,100.00	2.85	1,140.00	2.50	1,000.00		
1600	Ton	State "B" H.A.C. Surface	20.00	32,000.00	21.20	33,920.00	22.00	35,200.00	20.25	32,400.00	21.75	34,800.00		
Total				\$155,567.00		\$162,623.10		\$166,162.90		\$167,834.10		\$170,986.50		
						4.5% over		6.8% over		7.9% over		7.6% over		

3696

SPECIAL ORDINANCE - IMPROVEMENT RESOL. NO. 5755-77 - RESURFACING
BUELL DR., PETTIT AVE. & RUDISILL BLVD. - HIPSKIND ASPHALT CORP.

TITLE OF ORDINANCE

DEPARTMENT REQUESTING ORDINANCE . BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE

IMPROVEMENT RESOLUTION NO. 5755-77 - RESURFACING BUELL

DR., PETTIT AVE. & RUDISILL BLVD. - HIPSKIND ASPHALT CORP., CONTRACTOR, IN THE

AMOUNT OF \$162,623.10

(CONTRACT ATTACHED)

PRIOR APPROVAL REQUESTED JUNE 14, 1977

EFFECT OF PASSAGE

RESURFACING OF THE ABOVE-NAMED STREETS

EFFECT OF NON-PASSAGE

INABILITY TO COMPLETE STREET RESURFACING PROGRAM AS SCHEDULED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)

\$162,623.10 FROM REVENUE

SHARING FUNDS

ASSIGNED TO COMMITTEE

Ep

Public Works